

- (f) Effect of Termination. Termination of this Agreement shall not relieve any party of any liability accrued or for any breach or event of default hereunder, nor affect the continued operation or enforcement of any provision of this Agreement which by its terms is to survive termination. Nothing herein shall prevent any party from seeking specific performance or damages for breach in respect of any right or obligation contained in this Agreement. The rights and remedies set forth in this subsection are non-exclusive and shall be in addition to any other rights or remedies that may otherwise be available at law or equity.

SECTION 9. RIGHT TO SELL HOGS TO OTHER PARTIES. Notwithstanding any other provision of this Agreement to the contrary, at any time Morrell refuses to accept delivery or fails to pay for Market Hogs delivered under this Agreement, Producer shall have the right to sell those Market Hogs on the open market to a third party.

SECTION 10. FORCE MAJEURE.

- (a) Neither party shall be liable for failure to perform or delay in performing any act hereunder if such performance is rendered impossible by reason of matters beyond the reasonable control of the party, including but not limited to acts of God, strikes, lockouts, picketing, wars, blockades, riots, disease, epidemics, fire, storms, floods or explosion. These actions shall include but not be limited to
- (i) A failure to settle or prevent any strike or controversy with employees or with anyone purporting or seeking to represent employees shall be considered a matter beyond the reasonable control of the party affected under this subsection, provided such strike affects such party's performance of the requirements of this Agreement; or
 - (ii) Any inability of Producer to supply hogs due to an outbreak of disease;
 - (iii) governmental action limiting or stopping production.
- (b) Once performance becomes commercially possible, the responsibilities and obligations of the parties shall resume again with full force and effect. Where either party claims an excuse for non-performance under this Section 10, it shall give prompt telephonic notice, promptly thereafter confirmed by written notice of the occurrence and estimated duration of the event giving